

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**

**FERDINAND ANTIGO, ET AL.**

**PLAINTIFFS**

**v.**

**Civil No. 1:11-cv-408-HSO-RHW**

**MICHAEL LOMBARDI, ET AL.**

**DEFENDANTS**

**ORDER GRANTING IN PART AND DENYING IN PART DEFENDANT  
ROYAL HOSPITALITY SERVICES, LLC'S MOTION TO DISMISS  
CROSS-CLAIM, AND DISMISSING CROSS-CLAIM**

BEFORE THE COURT is the Motion [59] of Defendant Royal Hospitality Services, LLC ("Royal Hospitality"), to Dismiss the Cross-claim filed against it by Beau Rivage Resort, Inc. ("Beau Rivage"). Beau Rivage has filed a Response [61]. After consideration of the parties' submissions, the record, and the relevant legal authorities, and for the reasons discussed below, the Court finds that Royal Hospitality's Motion to Dismiss [59] should be granted in part and denied in part, and that Beau Rivage's Cross-claim against Royal Hospitality should be dismissed in order for the parties to engage in arbitration of their dispute.

**I. BACKGROUND**

Plaintiffs, a group of over 50 foreign nationals from the Phillippines, Jamaica, Belarus, Indonesia, and Turkey, have sued three individuals and fourteen businesses, alleging violations of the minimum wage and overtime laws of the Fair Labor Standards Act (29 U.S.C. §§ 206 and 207(a))("FLSA"), and forced labor and trafficking pursuant to the Trafficking Victims Protection Act (18 U.S.C. §§ 1589, 1590, 1592,

1594(a) and/or 1594(b))("TVPA"). Pls.' Compl. [1] at pp. 16-23.<sup>1</sup> Defendant Beau Rivage has filed a Cross-claim for indemnity against Defendant Royal Hospitality. Answer of Beau Rivage at pp. 14-15. On January 18, 2008, Beau Rivage and Royal Hospitality entered into an Agreement, wherein Royal Hospitality agreed to provide labor services to Beau Rivage. Agreement to Provide Labor Services [59-2], Ex. A to Royal Hospitality's Mot. to Dismiss [59]. Beau Rivage contends that its Agreement with Royal Hospitality requires Royal Hospitality to indemnify it against Plaintiffs' claims. Answer of Beau Rivage at pp. 14-15.

Royal Hospitality has filed a Motion to Dismiss [59] Beau Rivage's Cross-claim, arguing that the indemnity provision in the Agreement applies only to personal injury claims, and not to the injuries alleged by Plaintiffs in their Complaint. Royal Hospitality's Mem. in Supp. of Mot. to Dismiss [60] at pp. 5-6. It further asserts that Beau Rivage's Cross-claim should be dismissed because the Agreement requires disputes between the parties to be submitted to arbitration. *Id.* at pp. 6-8. In its Response, Beau Rivage does not contest that the Agreement requires that its Cross-claim be submitted to arbitration. Beau Rivage's Resp. [61] at pp. 1-2. It opposes the portion of Royal Hospitality's Motion that requests the Court to determine the scope of the indemnity clause in the Agreement. *Id.* at p. 2.

## II. DISCUSSION

Because Beau Rivage and Royal Hospitality concur that their Agreement requires Beau Rivage's Cross-claim to be submitted to arbitration, the Court will

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<sup>1</sup>Eight Defendants have been dismissed.

grant Royal Hospitality's Motion, to the extent that it seeks an order dismissing the Cross-claim and compelling that it be submitted to arbitration. The Court will deny Royal Hospitality's Motion, to the extent that it requests that the Court define the scope of the indemnity clause. Whether the Agreement requires Royal Hospitality to indemnify Beau Rivage is an issue for the arbitrator to determine. *Rent-A-Center, West, Inc. v. Jackson*, 130 S. Ct. 2772, 2777 (2010); *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 403-04 (1967).

### III. CONCLUSION

For the foregoing reasons, the Motion to Dismiss [59] of Defendant Royal Hospitality should be granted in part and denied in part.

**IT IS, THEREFORE, ORDERED AND ADJUDGED** that, the Motion to Dismiss [59] of Defendant Royal Hospitality Services, LLC, is **GRANTED IN PART AND DENIED IN PART**. The Cross-claim filed by Beau Rivage Resorts, Inc., against Royal Hospitality Services, LLC, is dismissed, and the parties are ordered to submit the Cross-claim to arbitration. Royal Hospitality Services, LLC's Motion to Dismiss [59] is denied in all other respects.

**SO ORDERED AND ADJUDGED**, this the 27th day of September, 2012.

s/ Halil Suleyman Ozerden

HALIL SULEYMAN OZERDEN  
UNITED STATES DISTRICT JUDGE